

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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ANNA STANCYZK,

Plaintiff,

-against-

**RULE 68
OFFER OF JUDGMENT**

THE CITY OF NEW YORK, P.O. RICHARD
DeMARTINO, Shield No. 12739, P.O. SHAUN
GROSSWEILLER, "JOHN DOE" #1-10, (the names "John Doe" being fictitious, as the true names are presently
unknown), individually and in their official capacities, 11 CV 249 (FB) (RER)

Defendants.
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Pursuant to Rule 68 of the Federal Rules of Civil Procedure, defendant City of New York hereby offers to allow plaintiff Anna Stancyzk to take a judgment against it in this action for the total sum of One Hundred Fifty Thousand and One (\$150,001.00) Dollars, plus reasonable attorneys' fees, expenses and costs to the date of this offer for plaintiff's federal claims.

This judgment shall be in full satisfaction of all federal and state law claims or rights that plaintiff may have to damages, or any other form of relief, arising out of the alleged acts or omissions of defendants City of New York, Richard DeMartino, Shaun Grossweiller, or any official, employee, or agent, either past or present, of the City of New York, or any agency thereof, in connection with the facts and circumstances that are the subject of this action.

This offer of judgment may only be accepted up to and including December 24, 2011.

This offer of judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by any defendants, or any official, employee or agent of the City of New York, or any agency thereof; nor is it an admission that plaintiff has suffered any damages.

Acceptance of this offer of judgment will act to release and discharge defendants the City of New York, Richard DeMartino and Shaun Grossweiller; their successors or assigns; and all past and present officials, employees, representatives and agents of the City of New York, or any agency thereof, from any and all claims that were or could have been alleged by plaintiff in the above-referenced action.

Acceptance of this offer of judgment also will operate to waive plaintiff's rights to any claim for interest on the amount of the judgment.

Plaintiff Anna Stanczyk agrees that payment of One Hundred Fifty Thousand and One (\$150,001.00) Dollars within ninety (90) days of the date of acceptance of the offer shall be a reasonable time for such payment, unless plaintiff received medical treatment in connection with the underlying claims in this case for which Medicare has provided, or will provide payment in full or in part. If plaintiff Anna Stanczyk is a Medicare recipient who received medical treatment in connection with the claims in this case, the ninety (90) day period for payment shall start to run from the date plaintiff submitted to Counsel for defendants a final demand letter from Medicare.

By acceptance of this Rule 68 Offer of Judgment, plaintiff agrees to resolve any claim that Medicare may have for reimbursement of conditional payments it has made as secondary payer and a Medicare Set-Aside Trust shall be created, if required by 42 U.S.C.

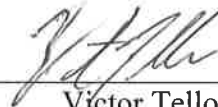
§1395y(b) and 42 C.F.R. §§411.22 through 411.26. Plaintiff further agrees to hold harmless defendants regarding any past and/or future Medicare payments, presently known or unknown, made in connection with this matter.

The judgment shall contain and recite the terms and conditions set forth herein.

Dated: New York, New York
December 9, 2011

MICHAEL A. CARDOZO
Corporation Counsel of the City of New York
*Attorney for Defendants City, Richard
DeMartino and Shaun Grossweiller*
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